

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - PROCUREMENT  
District 6, 2309 Barrett Station Road  
Ballwin, MO 63021

REQUEST NO.	D611-180-R7
DATE	June 3, 2011
PAGE NO.	1
NO. OF PAGES	22

**SEALED BIDS**, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**10:00 a.m., Local Time, June 24, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE  
FOLLOWING SUPPLIES OR SERVICES

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

**Delivery Locations:**

Various per attached list, St. Louis Metro District  
St. Louis City, St. Louis, Franklin, Jefferson and St.  
Charles Counties, Missouri

<b>BUYER:</b>	Stephanie Austin Rashid, General Services Technician	<b>MoDOT web site:</b> <a href="http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/D6/D6commodities.htm">http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/D6/D6commodities.htm</a>
<b>BUYER EMAIL:</b>	Stephanie.AustinRashid@modot.mo.gov	<b>BUYER TELEPHONE:</b> (314) 301-1439

**SUPPLIES OR SERVICES**

**Bulk Oil**

Sealed bids for supplying District 6 of the Missouri Department of Transportation Bulk Oil products consisting of but not limited to: Motor Oil, re-refined Motor Oil, Hydraulic Transmission Oil, Multi-purpose Grease, Dexron VI, Mercon V, ATFA, and 90Wt Gear Oil as described by the attached specification: D6-MGS-92-12K. Standard products will be awarded on an "All or Nothing" basis provided prices are acceptable to the department. In the event a specific specialized product is only available from a specific vendor, multiple awards may be given. Pricing to be indicated on attached pricing page. Quantities indicated are estimates only and no guarantees are made or implied as to actual products or quantities ordered.

Agreement shall be for the contract period of twelve months starting July 1, 2011 through June 30, 2011, with an option for an extension of additional two (2) one year period (s) provided parties agree to its continuance and all price increase is no more than the submitted percentage increase per product.

Bids are not desired and will not be considered on materials which do not meet these specifications and do not have the requested information attached. Samples of the delivered products will be taken by the department and tested for compliance with the specifications during the contract period.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within 30 days after receipt of formal purchase order.*

<b>Date:</b> _____	<b>Firm Name:</b> _____
<b>Telephone No.:</b> _____	<b>Address:</b> _____
<b>Fax No.:</b> _____	_____
<b>Federal I.D. No.</b> _____	<b>By (Signature):</b> _____
<b>Email Address:</b> _____	<b>Type/Print Name</b> _____
	<b>Title:</b> _____

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide Bulk Oil.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, MO 63021.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid within five (5) business days of bid closing. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, June 24, 2011.**

#### **RFB Coordinator:**

**Ms. Stephanie Austin Rashid, General Services Technician  
Missouri Department of Transportation  
2309 Barrett Station Road  
Ballwin, MO 63021  
PHONE: (314) 301-1439; FAX: (314) 301-1437 or (573) 526-0016**

- 1.1.2 It is the bidder's responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

## **1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of services for Bulk Oil as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Specification-D6-MGS-92-12K
- 6) Vendor Information and Preference Certification Form
- 7) Anti-Collusion Statement
- 8) Annual Worker Eligibility Verification Affidavit
- 9) Community Right to Know Law
- 10) Terms and Conditions

1.2.3 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

1.2.4 A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

- 1.2.5 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

## **2. SCOPE OF WORK**

### **RFB D611-180-R7, Bulk Oil**

#### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide Bulk Oil on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

#### **2.2 Specific Requirements:**

- 2.2.1 Each bidder must submit with their bid the information requested in the specifications for the products to be furnished, including the brand, name, manufacturer, required qualification numbers and approvals. Upon request, the low bidder shall supply samples (one quart of each) of the products to the department for testing.
- 2.2.2 The contractor must supply a copy of the pump meter certification during the past twelve months from an outside source. The contractor must supply to each location a copy of the Materials Safety Data Sheet for each product. The contractor is responsible for all clean up of over-filled tanks. Drum deposits (if any) should be incorporated into the unit price of the product. Vendors are responsible for collection and removal of drums when emptied and notified by MoDOT personnel.

#### **2.3 Required Specifications:**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #**D6-MGS-92-12K** and any other provisions outlined in the solicitation documents.

#### **2.4 Delivery Requirements:**

- 2.4.1 The contract requires the supplier to top off the building tanks as per notification from the department representative within a five-day period and delivery within two (2) working days in case of emergencies. Current building storage holds approximately 40 oil changes per month. Suppliers will need a 40-foot hose to reach the tanks.

## **2.5 Invoicing and Payment Requirements:**

- 2.5.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Business & Benefits  
1590 Woodlake Drive  
Chesterfield, MO 63017-5712

- 2.5.2 Payment will be made from an invoice referencing a purchase order number that is issued from the maintenance shed when the material is ordered.
- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

## **2.6 Other Contractual Requirements:**

- 2.6.1 Contract Period - The contract shall commence from the date of award until June 30, 2012 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be

granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6.4 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.6.5 Insurance Requirements:

- a. The bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

### **3. BID SUBMISSION**

#### **3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope clearly marked "**D611-180-R7 Bulk Oil**".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the

requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination: The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period.

3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

## 4. PRICING PAGE

- 4.1** The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

DESCRIPTION	BULK 55/GALLON DRUM(price per gallon)	GALLON	QUART (if applicable)	LB
CI-4 Plus 15W-40				
CI-4 Plus/ SL Oil 15W-40				
CJ4 OR CJ4 PLUS 15W-40- BULK pumped into tank				
UNIVERSAL HYDRAULIC TRANSMISSION OIL				
DEXRON VI/MERCON/TRANSYND (55 GAL DRUMS)				
DEXRON VI/MERCON/TRANSYND (5 GAL put up)				
Re-refined Motor Oil 15W30 or 10W30				
DEXTRON VI/MERCON V/ATF4/TRANSYND				
MULTIPURPOSE LITHIUM COMPLEX GREASE-NGLI GRADE 2 (non-returnable 120 lb. Drums)				
GEAR OIL 80W90				

\*PLEASE INDICATE PRICING IN NON-SHADED AREAS

\*\* VENDOR NOTES:

DATE: \_\_\_\_\_ COMPANY: \_\_\_\_\_

OFFICER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



#### 4. PRICING PAGE (Continued)

##### 4.2 RENEWAL OPTION

In the event that the Missouri Highway Transportation Commission (MHTC) exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

##### FIRST RENEWAL PERIOD

\_\_\_\_\_ % of maximum increase OR

\_\_\_\_\_ % of maximum decrease

##### SECOND RENEWAL PERIOD

\_\_\_\_\_ % of maximum increase OR

\_\_\_\_\_ % of maximum decrease

It is agreed that if any renewal option granted herein is exercised, the MHTC will notify the contractor prior to the expiration date. **Escalating factors in options will not automatically be granted. Any request for an increase in price must be substantiated by corresponding increase in vendor costs and submitted in writing to the Missouri Highway Transportation Commission buyer or record.** No increase will be granted without prior approval of the Missouri Highway Transportation Commission or its assigned representative.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MODOT D6**

**PETROLEUM PRODUCT SPECIFICATION**

**D6-MGS-92-12K**

LUBRICATING PRODUCTS D6-MGS-92-12K

**1.0 DESCRIPTION.** This specification covers motor vehicle lubricating products for delivery in prepackaged containers such as drums, pails, etc., or for delivery into bulk storage tanks at department-owned facilities.

**1.1** Unless otherwise stated, the specification references and test methods are from the latest version in effect at the time of this contract.

**1.2** Bidders, which are repackaging another manufacturer's product, shall include that manufacturer's name in the proposal.

**1.3** Bidders furnishing Multi-Grade Lubricating Oil under the American Petroleum Institute (API) Classification System shall include the API license number in the proposal. Repackagers using a private label are required to obtain their own license. Quantities packaged at higher temperatures will be corrected to that volume.

**2.0 MATERIALS**

**2.1 Multi-Grade Lubricating Oil, SAE Grade 15W-40.**

**2.1.1 General.** The oil shall meet and be licensed by the most recent API service classification, as available from most suppliers, and shall be intended for crankcase lubrication of gasoline and diesel engines. It shall be manufactured, per contract requirement, from the same base stocks, whether virgin or re-refined stocks, and with the same types and amounts of additives as were used to secure API qualification.

**2.1.1.1** The engine lubricating oils shall be derived from petroleum fractions, synthetically prepared compounds or a combination of the two types of products. The stocks shall be compounded with such functional additives (detergents, dispersants, oxidation inhibitors, corrosion inhibitors, etc.) as are necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the Hazard Communication Standard (29 CFR 1910.1200) shall be present.

**2.1.2 Documentation.** The following information shall be furnished with the bid.

**2.1.2.1** The bidder shall furnish documentation showing the API license number, brand name and manufacturer under which the oil was qualified and that the oil meets the most recent API service classification as available from most suppliers. The documentation shall include the type(s) and percent of base stock used in the manufacturing of the oil. The documentation shall include current performance specification test data per API classification.

**2.1.2.2** The documentation shall include typical test results for the following physical and chemical properties when tested in accordance with the applicable ASTM test method.

	<u>Test Method</u>
Pour Point	ASTM D 97
Flash Point	ASTM D 92
Gravity, API	ASTM D 287

**2.1.3 Basis of Payment.** Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

## **2.2 Universal Hydraulic/Transmission Fluid.**

**2.2.1 General.** Universal Hydraulic/Transmission Fluid shall be for use in tractors and equipment where one fluid is desirable and can be used in combination hydraulic-transmission wet brake systems of equipment used in off-highway service.

**2.2.1.1** Universal Hydraulic/Transmission Fluid shall have Allison C-4 approval.

**2.2.1.2** The fluid shall contain such functional additives as oxidation inhibitors, rust inhibitors, pour point depressants, anti-wear additives, foam suppressers, water tolerance additives, etc. as are necessary to meet the following requirements when tested in accordance with the applicable ASTM tests shown in this specification. Paraffinic base stock shall be used in the manufacture of universal hydraulic transmission oil.

	<u>Requirement</u>	<u>Test Method</u>
API Gravity at 15.6 °C	27 - 32	ASTM D 287
Viscosity, 100 °C, centistokes	7.0 - 11.0	ASTM D 445
Viscosity Index, min.	125	ASTM D 2270
Flash Point, °C, COC, min.	177	ASTM D 92
Pour Point, °C, maxes.	-40	ASTM D 97
Corrosion, Copper strip, 3 hrs. @ 100 °C	Negative	

**2.2.2 Documentation.** The following information shall be furnished with the bid.

**2.2.2.1** The bidder shall furnish documentation showing that the brand of fluid, which is being furnished, has been approved and is listed by the Intermediate Viscosity Fluids for off-highway transmissions.

**2.2.2.2** If the fluid is not shown in the latest list then a copy of the letter granting approval shall be submitted.

**2.2.2.3** The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.2.1.2.

**2.2.3 Basis of Payment.** Payment for fluid received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

## **2.3 Gear Oil - SAE Grade 80W-90.**

**2.3.1 General.** Multi-Purpose Gear Oil shall be one grade of Gear Lubricant intended for the lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when the sustained operating temperatures of the lubricant are below 121 °C.

**2.3.1.1** The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up to 121 °C for mineral oils and 170 °C for synthetic oils.

**2.3.1.2** The gear lubricant shall be a brand which has been tested and fully complies with the requirements of API GL5. The lubricant shall also comply with the following requirements when tested in accordance with the applicable ASTM specifications shown in this specification.

	<u>Requirement</u>	<u>Test Method</u>
Viscosity Index, min.	85	ASTM D 2270
Pour Point, °C, max.	-15	ASTM D 97
Corrosion, Copper Strip, 3 hrs. @ 121.1 °C	3a max	ASTM D 130
Color	The base oil used in the gear lubricant shall be a filtered stock not darker than No. 8 NPA.	

**2.3.2 Documentation.** The following information shall be furnished with the bid.

**2.3.2.1** The bidder shall furnish documentation showing that the gear oil furnished will comply with all requirements of API GL 5.

**2.3.2.3** The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.3.1.2.

*(2.4- Synthetic Oils- DELETED)*

## **2.5 Multi-Purpose Lithium Complex Grease, NLGI Grade 2 or Multi-Purpose Lithium Complex Grease, NLGI Grade 2 with 3.0% Molybdenum Disulfide.**

**2.5.1 General.** The Multi-Purpose Lithium Complex Grease and Multi-Purpose Lithium Complex Grease with 3.0% molybdenum disulfide shall be suitable for the lubrication of automotive chassis and wheel bearings and shall meet the requirements of ASTM D 4950, Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2. The bid request shall state the type of grease to be supplied.

**2.5.1.1** The grease shall consist of a smooth homogeneous mixture of a lithium complex soap and a well-refined mineral oil. The grease shall be free from fillers such as rosin, rosin oils, talc, wax, powdered mica, sulfur, clay, asbestos, or other undesirable or deleterious impurities. If the grease to be supplied contains molybdenum disulfide, it shall be a homogeneous mixture of lithium complex NLGI GC-LB Grade 2 and technical fine molybdenum disulfide.

**2.5.1.2** The grease shall show no separation or bleeding in use or during short-term storage and shall comply with the following requirements when tested in accordance with the applicable ASTM test methods.

	<u>Requirement</u>
Odor	The grease shall possess only a slight odor of mineral oil, and may be rejected if it has any other distinct odor.
NLGI Service Classification	GC-LB
NLGI Grade Number	2
Soap Type	Lithium Complex
When requested: Molybdenum Disulfide, % by weight	3.0 minimum

**2.5.2 Documentation.** The following information shall be furnished with the bid.

**2.5.2.1** The bidder shall furnish documentation showing that the grease furnished will comply with the requirements of these specifications and that it holds a current NLGI Certification Mark License for the grease to be supplied.

**2.5.2.2** The documentation shall include the brand name, manufacturer and a typical analysis of the properties required in ASTM D 4950.

**2.6 Dexron VI/Mercon Transmission Fluid.**

**2.6.1 General.** Dexron VI/Mercon Transmission Fluid shall be for use in on-highway transmissions.

**2.6.1.1** Dexron VI/Mercon shall be a formulation which has been licensed by General Motors Corporation and Ford Motor Company.

**2.6.1.2** Dexron VI/Mercon shall be further identified on the containers as meeting Dexron VI/Mercon requirements.

**2.6.2 Documentation.** The following information shall be furnished with the bid.

**2.6.2.1** The bidder shall furnish documentation showing that the brand of Dexron VI/Mercon has been approved by the General Motors Corporation and Ford Motor Company.

**2.6.2.2** The documentation shall include the General Motors and Ford License Numbers and typical test results of the following physical and chemical properties when tested in accordance with the applicable ASTM test methods.

**2.7 Dexron VI /Mercon V/ ATF 4 Transmission Fluid**

**2.7.1 General.** Product that meets the performance qualities of Dexron VI/MerconV/ ATF4 transmission fluid and may be used in GM, Ford, and Chrysler products shall be for use in on-highway transmissions.

**2.7.2** Such product shall be further identified on the containers as meeting DexronIII/MerconV/ATF4 requirements.

**Documentation.** The following information shall be furnished with the bid.

**2.7.2.1** The bidder shall furnish documentation showing that the brand of Dexron III/MerconV/ATF4 has been approved by the General Motors Corporation, Ford Motor Company, and Chrysler Corporation.

**2.7.2.2** The documentation shall include the General Motors and Ford License Numbers and typical test results of the following physical and chemical properties when tested in accordance with the applicable ASTM test methods.

	<u>Test Method</u>
API Gravity @ 15.6 °C	ASTM D 287
Viscosity, 100 °C, centistokes	ASTM D 445
Viscosity Index, min.	ASTM D 2270
Flash Point, °C, COC, min.	ASTM D 92

**2.7.2 Basis of Payment.** Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged or bulk delivered at higher temperatures will be corrected to that volume.

**3.0 ASTM TEST METHODS.**

ASTM D 92 Test Method for Flash and Fire Points by Cleveland Open Cup

ASTM D 97 Test Methods for Pour Point of Petroleum Oils

ASTM D 128 Test Methods for Analysis of Lubricating Grease

ASTM D 130 Test Method for Detection of Copper Corrosion from Petroleum Products by the Copper Strip Tarnish Test

ASTM D 217 Test Methods for Cone Penetration of Lubricating Grease

ASTM D 287 Test Method for API Gravity of Crude Petroleum and Petroleum Products (Hydrometer Method)

ASTM D 445 Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity)

ASTM D 566 Test Method for Dropping Point of Lubricating Grease

ASTM D 874 Test Method for Sulfated Ash from Lubricating Oils and Additives

ASTM D 892 Test Method for Foaming Characteristics of Lubricating Oils

ASTM D 1264 Test Method for Water Washout Characteristics of Lubricating greases

ASTM D 2270 Method for Calculating Viscosity Index from Kinematic Viscosity at 40 and 100 °C

**4.0 PACKAGING.** If products are to be delivered prepackaged in drums or other containers, each container shall have sufficient marking to identify the product contained therein.

**5.0 BULK DELIVERY.** Shipments of lubricating products that are to be delivered to the point of use in bulk quantities shall be accompanied by a certification statement identifying the name of the material and the specific bid request, and certifying that the material is in accordance with the specifications for that request. The certification is to be signed by an authorized representative of the supplier. This certification statement, as well as the bill of lading, shall be provided to the department's representative at the point of delivery.

**5.2** It shall be the supplier's responsibility to ensure the delivery of the correct product into the matching bulk storage tank, as identified by labeling. The supplier shall maintain sufficient safeguards to ensure that cross-contamination does not occur when lubricants are delivered to department bulk storage tanks from bulk delivery systems. If defective, contaminated or the wrong materials are delivered into the department's storage tanks, it shall be the supplier's responsibility to replace all contaminated products with products meeting the specification, including both the new delivery and the existing material amounts.

**6.0 SAMPLING AND TESTING.** Random samples of the delivered products may be taken by the Department and tested for compliance with these specifications.

**6.1** Upon request the low bidder shall supply samples of the products to the Department for testing, one quart of each oil and two pounds of grease.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

## ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_

Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program to be submitted]*

## NOTICE TO BIDDERS

### "COMMUNITY RIGHT TO KNOW LAW"

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** (1985 Supp.) relating to the communities and employees right to information concerning "**toxic substances in the workplace**" the Missouri Department Of Transportation is required to furnish "**Material Safety Data Sheets**" to local fire departments and to the Department of Health.

If the product(s) you (**the bidder**) propose to furnish in response to the attached "Invitation to Bid" contains a "toxic substance" as defined by **Section 292.600 RSMo.** (1985 Supp.) please so indicate and, if **YES**, attach a current "**Material Safety Data Sheet**".

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

**Signed**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Company**\_\_\_\_\_

## **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

## **SPECIAL TERMS AND CONDITIONS**

### **Tax Exempt Status**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### **Prohibition Of Employment Of Unauthorized Aliens**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached on Pages 16 & 17.

**Delivery – Additional Requirements**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.